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7 UNITED STATES DISTRICT COURT  
8 NORTHERN DISTRICT OF CALIFORNIA  
9 SAN JOSE DIVISION

10 ELIZABETH TREVINO and YADIRA RIOS, on  
behalf of themselves and all others similarly  
11 situated

12 Plaintiff,

13 v.

14 ACB AMERICAN, INC., HILCO  
RECEIVABLES, LLC, B. MASTERS and K.  
15 FRANCIS,

16 Defendants.  
17

Case No.: C05 00239 JF (HRL)

DEFENDANTS' RESPONSE TO  
MAGISTRATE LLOYD'S JANUARY 27,  
2006 ORDER GRANTING IN PART AND  
DENYING IN PART PLAINTIFFS'  
MOTIONS FOR DISCOVERY

18 On January 27, 2006, after close of business, this Court issued an order directing the parties to  
19 meet and confer regarding the form of a protective order, and to file a proposed protective order with  
20 the Court within 2 weeks. Counsel for both parties had expressed that the parties would be willing to  
21 enter into a protective order in the form of the proposed protective order that the United States District  
22 Court for the Northern District of California has posted on its website.

23 In light of the parties' agreement to a protective order during oral argument regarding  
24 plaintiffs' motions to compel, before the Court issued its order, defendants corresponded with plaintiffs  
25 and transmitted a proposed protective order.

26 On January 31, 2006, Brian Bromberg, counsel for plaintiffs responded to the proposed  
27 protective order and agreed with all provisions other than the provisions related to experts, Paragraph  
28

1 7.4. Mr. Bromberg objected to this optional section because it would "unduly complicate what should  
2 be a relatively simple and straightforward FDCPA case."

3 On February 7, 2006, defense counsel responded and insisted upon the inclusion of optional  
4 Paragraph 7.4. Defense counsel reasoned that defendants believed that plaintiffs "will be retainin[g] an  
5 expert to review some if not all of the documents subject to the protective order. Furthermore, in that  
6 most of plaintiffs' counsel [are located] out of state, defendants want to ensure that the provisions of  
7 the protective order are enforceable against anyone who breaches it. For [these] reason[s], defendants  
8 believe the additional provisions related to experts is necessary and defendants must insist that these  
9 provisions remain." Defendants are concerned that it might be difficult to enforce the protective order  
10 against an out-of-state expert.

11 On February 9, 2006, Mr. Bromberg responded with the following: "We have agreed to use the  
12 standard N.D. California protective order on-line -- that is, the form agreement without the 'optional'  
13 expert witness section."

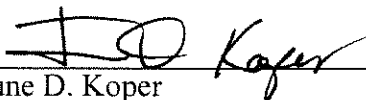
14 On February 10, 2006, defense counsel clarified that there was no such agreement between the  
15 parties because the parties could not agree on Paragraph 7.4. Defense counsel further noted that  
16 defendants would be filing a proposed protective order to comply with the Court's order and expected  
17 that plaintiffs would as well given the Court's order.

18 Filed concurrently is defendants' proposed protective order. Defendants respectfully request  
19 that the Court sign this order.

20 Dated: February 11, 2006

MURPHY, PEARSON, BRADLEY & FEENEY

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22  
23 By

  
June D. Koper  
Attorneys for Defendants  
ACB AMERICAN, INC., K. ROBESON AKA K.  
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